

**HENNEPIN COUNTY
CHIEF'S OF POLICE ASSOCIATION**

MUTUAL AID PACT
Updated July 2009

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MUTUAL AID PACT

Effective July 1, 2009

FOREWORD

The Mutual Aid Committee of the Hennepin County Chief's of Police Association was tasked with revising and updating the mutual aid pact among all the police agencies of Hennepin County. The original pact was created in 1968 with the various agencies joining the pact throughout the years. Many provisions of the original pact were continued into the new pact. The Joint and Cooperative Agreement for Use of Law Enforcement Personnel and Equipment in Hennepin County ("Joint Powers Agreement") was updated to reflect accurately the procedures, address current issues and enhance the ability of departments to share resources with each other. Each agency is responsible for entering and updating available agency resources on line in the RAPID Database.

The general purpose of the pact is to permit agencies to share law enforcement resources with other agencies in Hennepin County. The Joint Powers Agreement specifically allows a requesting party to select the resources that best meets the needs of a given situation. A requesting party may call upon any other participating party for mutual aid. There is no requirement to make requests through a particular party. In addition, the Joint Powers Agreement should not be interpreted as restrictive in providing resources to deal with only major catastrophic situations. Participating parties can utilize the resources for many reasons including routine circumstances such as training efforts and back-up patrol service. This pact provides the flexibility for all agencies to use the resources located among all participating parties in Hennepin County.

The decision as to when to invoke mutual aid and whether to respond is left to the discretion of the requesting or responding party. Each agency should acquaint supervisory Personnel with any internal procedures used for mutual aid. While the Joint Powers Agreement does not require particular words or actions to initiate mutual aid, agencies should be clear about whether mutual aid was requested and what type of assistance is being provided.

Furthermore, each officer within a department should have a basic familiarity with mutual aid, the responsibilities when reporting to another agency and the protections afforded under the agency's worker's compensation.

Management of a mutual aid situation specifically remains under the control of the requesting party. The sending party retains direction and control of any Personnel provided. Yet, the sending party must coordinate with the requesting party the law enforcement assistance provided.

Time commitments for mutual aid requests: While there is no hard and fast time limit, the commitment of resources can be taxing on agencies. In addition, in some situations, an advantage can be gained by ending a mutual aid request and entering into some contractual assistance. Especially when the law enforcement costs need to be tracked or can be recovered from other sources.

The Hennepin County Sheriff's Office ("Sheriff") has again volunteered to serve as the administrative coordinator of the pact. As communities adopt the Joint Powers Agreement, the appropriate documentation and signature page need to be forwarded to the Sheriff.

The participating parties to this agreement are solely responsible to update their available resources in the RAPID Database.

The effective date for the new Joint Powers Agreement is July 1st, 2009. This date was established to allow enough time for agencies to receive the appropriate authority and to provide some finality between the old pact and the new pact. When a party elects to enter into the new Joint Powers Agreement, their participation in the former pact will cease on July 1st, 2009. Some agencies may elect not to participate in this pact; those agencies would be bound under other mutual aid agreements or state statutes.

JOINT AND COOPERATIVE AGREEMENT FOR USE OF LAW ENFORCEMENT PERSONNEL AND EQUIPMENT

I. GENERAL PURPOSE

The general purpose of this Joint and Cooperative Agreement for Use of Law Enforcement Personnel and Equipment ("Agreement") is to provide a means by which a Party to this Agreement may request and obtain Law Enforcement Assistance from other Parties when the Party deems such assistance necessary. This Agreement is made pursuant to Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to the Parties.

II. DEFINITION OF TERMS

For the purposes of this agreement, the terms defined in this section shall have the meanings:

Subd. 1. *"Eligible Party" means* a governmental unit that is permitted to become a Party to this agreement, at its own option. The Eligible Parties are the County of Hennepin and every governmental unit authorized to exercise police powers within the County of Hennepin, State of Minnesota.

Subd. 2. *"Law Enforcement Assistance" means* equipment and Personnel, including but not limited to, licensed peace officers and non-licensed Personnel.

Subd. 3. *"Party" means* a governmental unit that elects to participate in this Agreement.

Subd. 4. *"Requesting Official" means* a person who is designated by the Requesting Party to request Law Enforcement Assistance from other Parties.

Subd. 5. *"Requesting Party" means* a Party that requests Law Enforcement Assistance from other Parties.

Subd. 6. *"Sending Official"* means a person who is designated by a Party to determine whether and to what extent that Party should provide Law Enforcement Assistance to a Requesting Party.

Subd. 7. *"Sending Party"* means a Party that provides Law Enforcement Assistance to a Requesting Party.

Subd. 8. *"Sheriff"* means the Hennepin County Sheriff or designee.

Subd. 9. *"RAPID"* means the resource database available at rapidresource.org.

III. PARTIES

The Parties to this Agreement shall consist of as many Eligible Parties that approve this Agreement and execute a separate signature page to become Parties. Upon approval, the executed signature page of this Agreement shall be sent to the Sheriff along with a certified copy of the documentation evidencing approval.

Approval of this Agreement by a Party shall be evidenced by:

- ♦ for a municipality, a resolution adopted by the governing body, or
- ♦ for a non-municipality, a resolution adopted by the governing body or a letter executed by an official with sufficient authority to bind that party which recites the basis of that authority.

IV. PROCEDURE

Subd. 1. Each Party shall designate, and keep on file with the Sheriff, the name of the person(s) of that Party who shall be its Requesting Official and Sending Official. A Party may designate the same person as both the Requesting Official and the Sending Official. Also, a Party may designate alternate persons to act in the absence of an official.

Subd. 2. Whenever, in the opinion of a Requesting Official of a Party, there is a need for Law Enforcement Assistance from other Parties, such Requesting Official may, at

their discretion, call upon the Sending Official of any other Party to furnish Law Enforcement Assistance to and within the boundaries of the Requesting Party.

Subd. 3. Upon the receipt of a request for Law Enforcement Assistance from a Party, the Sending Official may authorize and direct Personnel of the Sending Party to provide Law Enforcement Assistance to the Requesting Party. Whether the Sending Party provides such Law Enforcement Assistance to the Requesting Party and, if so, to what extent such Law Enforcement Assistance is provided shall be determined solely by the Sending Official (subject to such supervision and direction as may be applicable within the governmental structure of the Party by which they are employed). Failure to provide Law Enforcement Assistance will not result in liability to a Party.

Subd. 4. When a Sending Party provides Law Enforcement Assistance under the terms of this agreement, it may in turn request Law Enforcement Assistance from other Parties as "back-up" during the time that such Law Enforcement Assistance is provided.

Subd. 5. Whenever a Sending Party has provided Law Enforcement Assistance to a Requesting Party, the Sending Official may at any time recall such Law Enforcement Assistance or any part thereof, if the Sending Official in their best judgment deems such recall necessary to provide for the best interests of their community. Such action will not result in liability to any Party.

Subd. 6. The Requesting Party shall be in command of all situations where Law Enforcement Assistance is requested. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Party withdraws assistance.

Subd. 7. A Sending Party shall demand no charges or costs for Law Enforcement Assistance rendered under this Agreement.

V. LIABILITY

Liability for Injury or Damage to Responding Party's Personnel or Equipment

Each party shall be responsible for its own personnel, equipment and for injuries or death to any such personnel or damage to any such equipment. Responding personnel shall be deemed to be performing their regular duties for each respective Responding Party.

Worker's Compensation: Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee or volunteer or their dependants, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

Damage to Equipment: Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees or volunteers.

Liability for Injury to Third Parties or Property Damage of Third Parties

The Requesting Party agrees to indemnify and defend against any claims brought or actions filed against a Responding Party or any officers, employees, or volunteers of a Responding Party for injury or death to any third person or persons or damage to the property of third persons arising out of the performance and provision of assistance pursuant to the Agreement. Under no circumstances shall a Requesting Party be required to pay, on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes. For instance, under no circumstances shall a City or County party be required to pay on behalf of itself or another party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for a party.

The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against the parties from a single occurrence to be defended by a single attorney. Nothing in this Agreement is intended to constitute a waiver of any immunities and privileges from liability available under federal law or the laws of Minnesota.

VI. EFFECTIVE DATE

This Agreement shall become effective and operative beginning **July 1st, 2009, 12:01 A.M.**, local time, for those Eligible Parties that have provided resolutions and executed documents to the Sheriff by that date. An Eligible Party may join the Agreement after July 1st, 2009, by providing the necessary documents to the Sheriff.

This Agreement shall continue in force until a Party or this Agreement terminates under the provisions of Section VII.

Upon the beginning date of this Agreement or any time after the beginning date that an Eligible Party joins, this Agreement shall supersede, replace and void for the Party the Joint and Cooperative Agreement for Use of Police Personnel and Equipment, dated 2001, that provides for mutual aid.

The Sheriff shall maintain a current list of the Parties to this Agreement and, whenever there is a change, shall notify the designated Sending Officials. The Sheriff shall send a copy of each Party's executed signature page to all Parties of this Agreement.

VII. WITHDRAWAL AND TERMINATION

A Party may withdraw at any time upon thirty- (30) days' written notice to the Sheriff. The Sheriff shall thereupon give notice of such withdrawal, and of the effective date thereof, to all other parties. Parties that have withdrawn may rejoin after executing the appropriate resolution and document. This Agreement will terminate when the number of Parties to the Agreement falls below eleven (11).

Resolution No. _____

Passed by all entities July 1, 2009

A Resolution Adopting the Joint and Cooperative Agreement for Use of Law Enforcement Personnel and Equipment of July 1, 2009

From the Hennepin County Chief's of Police Association Mutual Aid Pact

WHEREAS, the (ORGANIZATION or CITY) has previously approved and participated in a mutual aid agreement between the police agencies within Hennepin County to provide cooperative use of police Personnel and equipment; and

WHEREAS, such agreement was most recently approved by the council/Board/Commission on (DATE) and

WHEREAS, the participating governmental units have determined that it is advisable to clarify and update the language of that agreement.

NOW, THEREFORE, be it resolved, by the (ORGANIZATION or CITY), that the Joint and Cooperative Agreement For Use of Law Enforcement Personnel and Equipment, ("Agreement") dated July 1, 2009 from the Hennepin County Chief's of Police Association be approved; that (ORGANIZATION or CITY) is withdrawing from the previous Hennepin County Mutual Aid Agreement on the effective date in the new Agreement and that (NAME, TITLE) is authorized and directed to execute said Agreement on behalf of the (ORGANIZATION or CITY) as a participating member of the Agreement.

Passed by a vote of ayes and nays this _____ day of _____, 2____.

AYES _____ NAYS _____ ABSENT _____ ABSTENTIONS _____

Authorized Signature

Witness

**HENNEPIN COUNTY CHIEF'S OF POLICE ASSOCIATION
MUTUAL AID PACT**

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned have caused this Joint Powers Agreement to be executed for the police agency _____.

Dated: _____

By: _____

Title: _____

Witness: _____

Title: _____